

TripHut Limited's Constitution

("Constitution")

Preamble

TripHut Limited ("TripHut") is a Decentralised Autonomous Organisation ("DAO") which has been incorporated as a limited liability company under the laws of Jamaica in 2022. TripHut was incorporated for the purposes of reducing the exposure of members and increasing the benefits of members, for example, owning property to make travel opportunities more accessible.

Most of the world's population has never travelled outside of their own country; and most households internationally, struggle to afford the expenses affiliated with travel. TripHut intends to be part of the solution.

We seek to ensure that the operations of TripHut are transparent and in keeping with the principles of blockchain technologies. Any individual can become a member as per the stipulated requirements and likewise a member can disassociate freely.

Trip Hut's mantra is "Helping Make Travel Affordable!"

Article I – Definitions

- i. **"ADA"** means a digital currency native to the Cardano Blockchain which is essentially a Digital Ledger kept by a network of computers.
- ii. **"Associated Smart Contract"** means any smart contract that is produced by the Designated Smart Contract for the purpose of DAO operations.
- iii. **"Attack"** means a malicious proposal passed by a malicious actor.
- iv. **"Club Dues" or "Micro Transaction Fees"** mean a One United States Dollar (USD \$1.00) fee which is a micro transaction per on chain vote. This fee is paid by Members and serves as Yaad Labs Limited's management fees.

- v. **"Community"** means Members of TripHut collectively.
- vi. **"Creator-Caretaker"** means creator (Yaad Labs Limited) of the DAO, who will operate same until TripHut can operate independently.
- vii. **"DAO"** means Decentralized Autonomous Organization. For the purpose herein TripHut and DAO may be used synonymously.
- viii. **"Designated Communication Platform"** means the Discord server, chat room, or other such communication platform that shall be deemed the primary online venue for Members to gather.
- ix. **"Designated Membership Passes"** mean Non Fungible Tokens ("NFTs") which can be purchased as an alternative to Tipsy Turtles as and when declared by the Vetted Community. These NFTs will also serve as governance tokens.
- x. **"Designated Smart Contract"** means the smart contract holding the TripHut's Identity Token on the Designated Blockchain.
- xi. **"Discord"** means the chat platform available for Members.
- xii. **"ISPO"** means an Initial Stakepool Offering which is a method used to distribute tokens to the Cardano Community for providing a service to the network.
- xiii. **"Main Guild"** means Treasury Committee.
- xiv. **"Member"** means an individual who purchases Tipsy Turtles or Designated Membership Passes and pays the requisite Club Dues and therefore forms part of TripHut.
- xv. **"Member Removal"** means removal from the Discord via vote of Members or other process. All other Member privileges remain.
- xvi. **"Mission Statement"** To create a travel club that sends as many of its members as possible on free and/or discounted trips. Also, reflected in Section 1.7.

- xvii. **“Partner-Vendor”** means the position Yaad Labs Limited take after TripHut gains independence in which Yaad Labs Limited provides management, marketing and accounting services as well as other business functions. Yaad Labs Limited will also manage any Intellectual Property and provide licenses as necessary with TripHut.
- xviii. **“Petty Wallet”** means a budget allocated to the Vetted Community that operates without usage of a smart contract, however, simple voting within the committees of the Vetted Community is utilized.
- xix. **“Proposal Process”** means the submission of a proposal by a Member to the Community through the Designated Communication Platform which is then approved or dismissed by a relative majority vote of the Community.
- xx. **“\$Trips”** means TripHut’s primary utility token which Members have the option of purchasing which has the additional benefit of multiplying voting power as per the outline in Section 3.3.
- xxi. **“Tipsy Turtles”** means NFTs created by Yaad Labs Limited which shall act as one of TripHut’s governance tokens*. Ownership of said NFTs forms part of the requirements to be a Member.
- xxii. **“Treasury”** means where tokens are held.
- xxiii. **“TripHut Property”** means any Token or other asset, right or property licensed to or on deposit with or owned, held, custodied, controlled or possessed by or on behalf of TripHut, including any Token on deposit with or held, controlled, possessed by or on deposit with the Designated Smart Contract.
- xxiv. **“Vetted Community”** means the designated subsection of the Community that deals with matters that require domain expertise and is separated into further committees.
- xxv. **“Yaad Labs Limited”** means Jamaican company incorporated in 2022 that acts as TripHut’s Creator-Caretaker in the short to medium term and TripHut’s Partner-Vendor in the long term.

****TripHut may designate other NFTs as governance tokens.***

Article I - Organization

Section 1.1 - Status. TripHut is a DAO incorporated as limited liability company under the laws of Jamaica and operates on the Cardano blockchain.

TripHut is not intended to be, and shall not be deemed to be, a partnership.

Section 1.2 - Purposes. As more fully stated in its Mission Statement (as may be updated from time to time via the Main Guild) TripHut is organized for the following purposes:

- To be a unique Travel Club that sends its members on free or discounted vacations.
- To acquire various assets for the furtherance of the Mission Statement.
- To acquire and seed the running of a hotel for benefit of Members.
- To build on seeded ventures which are initiatives that further TripHut's mission.
- To create a budget to facilitate the Mission Statement which includes staffing, marketing, community development, investing and liquidity support.

Section 1.3 - Not an Investment Company. TripHut is not organized to provide financial services, advice, or investment opportunities. All the content developed by TripHut, with the exception of identifying materials, shall be placed in the public domain or under an open license depending upon the proper circumstances of the product. TripHut projects and products should not be considered investments and no promises are made that they will hold any monetary value or provide any monetary returns.

Section 1.4 – Community principles. TripHut will operate in accordance with the following principles:

1. voluntary and open membership;
2. democratic member control through distributed ledger smart contract voting management;
3. member economic participation;
4. providing education, training and information; and
5. concern for wider Community.

Additionally, TripHut's aim is to create Members who are P.I.L.L.A.R.S. of the Community as shown below.

P – Patience

I – Integrity

L – Loyalty

L – Laudability

A – Attentiveness

R – Respect

S – Shrewdness

Section 1.5 – Community Structure. Central to creating value will be the Community, as it is the Community that ultimately seeds, in-part-sustains, evangelizes, and evolves TripHut. Community participation will be largely tracked and incentivised through gamification/leader board models that rewards holders through experiences, tokens, merchandise, access, discounts, features & community highlights. Activities such as voting, NFT collecting, project evangelism, product use and general participation are critical to DAO health. Voting in particular will be critical for both passing deserving requests/proposals to further TripHut’s Mission Statement-project, as well as paying project partners and DAO staff through Micro Transaction Fees. Micro Transaction Fees shall be no more than one (1) ADA and will only be charged on community wide votes in TripHut.

Section 1.6 - Nondiscrimination. TripHut shall not arbitrarily discriminate on the basis of race, nationality, religion, age, gender, sexual orientation, disability, political affiliation, or otherwise.

Section 1.7 – Mission Statement. To create a travel club that sends as many of its members as possible on free and/or discounted trips.

Section 1.8 - Term and Continuation of DAO. TripHut will continue perpetually so long as Members vote to continue the activities of the organization. Should the Members ever deem it necessary to cease operation of the DAO, the assets shall be distributed to Yaad Labs Limited, based on its capacities as Creator-Caretaker and Partner-Vendor. Further the Members may make the determination that TripHut can be moved to another contract.

Article II - Membership

Section 2.1 - Eligibility. Membership shall be voluntary and application open to any individual whose purpose or presumed intent is to contribute, to build, and to use the services of TripHut and is willing to accept the responsibilities and terms of membership.

Section 2.2 - Admission. Membership in TripHut shall be granted to all members of the Cardano community who are willing to:

2.2.1. uphold the TripHut Mission Statement and ratify the Constitution;

2.2.2. purchase Tipsy Turtles or Designated Membership Passes; and

2.2.3. pay Club Dues.

Section 2.3 – Member work and volunteerism. There shall be no requirement for Members to contribute time to TripHut projects or assets to the TripHut Treasury. Members, however, may volunteer and/or offer services to TripHut through participation in the Vetted Community which is outlined further in Section 3.6.

Part-time TripHut hires will be paid in ADA and volunteers may be gifted tokens after a year of service.

Section 2.4 - Rights. Members shall utilize the “Designated Smart Contract” (a smart contract deployed to the Cardano Blockchain) as the exclusive method of dealing with all financial transactions, that is, dealings of the Treasury; termination of the Designated Smart Contract to initiate a new smart contract; and voting to issue new membership passes for TripHut. Said transactions are initiated via the Proposal Process.

All other decisions are made off chain by Members through the Proposal Process or by the Vetted Community.

TripHut’s Cardano Agent is the Designated Smart Contract that holds the UTXO containing [insert Token Identifier].

This Designated Smart Contract shall contain the rules of the Main Guild to act on behalf of TripHut, and to contract on behalf of TripHut. Members will cast votes and carry out the decisions made on the Designated Smart Contract as well as any Associated Smart Contracts that are generated by the Designated Smart Contract.

Section 2.5 - Responsibilities. By accepting and retaining membership each applicant shall participate in TripHut on at least an occasional basis. Each Member shall keep reasonably current on the state of TripHut by reviewing correspondence from TripHut social media channels or connecting with other Members in the designated collaboration platforms. Members also agree to abide by the standards of professional conduct as stated herein.

If you have satisfied the membership requirements, you hereby consent to being contacted as necessary by TripHut and you agree to become legally bound by this Constitution as both a TripHut participant and more specifically a "Member".

Section 2.6 – Professional Conduct.

The Community operates on the core principle of mutual respect. Therefore, whilst freedom of expression on the Designation Communication Platform is encouraged, Members are reminded to be respectful in said expression. Additionally, physical alterations, personal insults, any form of harassment or any form of negative behaviour towards another Member will not be tolerated.

Failure to abide by this Section shall subject the Member to penalties under Article VI.

Section 2.7 - Limitations. Status as a Member does not (and shall not be deemed to) create, and the TripHut membership rights do not (and shall not be deemed to) include, any authority, right or power on the part of a Member to act as the agent, representative or attorney of or otherwise act on behalf of TripHut or any other Member, to bind TripHut or any other TripHut Member to any contract or liability or to convey any TripHut Property or any asset, right or property owned or held by or on behalf of TripHut or any Member. Without limiting the generality of the foregoing, no Member shall be deemed the partner of TripHut or any other Member. No Member shall state, purport, imply, hold out or represent to any person that such Member or any other Member has any such authority, right or power.

To the maximum extent permitted by applicable law, no Member shall be (or shall be deemed to be) liable for any liability of TripHut or any other Member. This shall not (and shall not be deemed to) create or imply any obligation of TripHut or any Member to indemnify or compensate any Member from, or hold any Member harmless against, any Liabilities incurred by such Member under any applicable law, in connection with the Member's participation in TripHut or otherwise.

Section 2.8 - Access to information. Members shall have access to information concerning the operational and financial affairs of TripHut via the Treasury application of the organization. The Treasury can always be viewed by exploring the Designated Smart Contract.

Section 2.9 - Settlement of disputes. In any dispute between TripHut and any of its members or former members which cannot be resolved through informal negotiation, it shall be the policy of TripHut to prefer the use of mediation whereby an impartial mediator may facilitate negotiations between the parties and assist them in developing a mutually acceptable settlement. Neither party with a grievance against the other shall have recourse

to litigation until the matter is submitted to mediation and attempted to be resolved in good faith. All Members agree that there is a preference to settle disputes amongst members or between members and TripHut via dispute mechanisms.

Section 2.10 - Transferability of Membership. Membership rights and interests may be transferred by token exchange. A member may increase their voting power by obtaining more Topsy Turtles or Designated Membership Passes and/or \$Trips.

Article III - Decentralized Governance

Section 3.1 - Powers and duties. Except as to matters reserved to Members by this Constitution, all TripHut powers shall be exercised by or under the authority of Members or such agents or designees approved by Members through on chain voting.

Section 3.2 – Reserved Powers and Duties. The Vetted Community shall have governance over matters that require domain expertise.

Section 3.3 - Voting. All voting in relation to TripHut finances will be performed on the Designated Blockchain according to the mechanisms established by the Designated Smart Contract and any Associated Smart Contracts that may be established by the Designated Smart Contract. This does **not** apply for decisions made by the Main Guild in relation to the Petty Wallet (see Section 7.5).

Records of votes shall be recorded on the Designated Blockchain. Any vote, poll, or call for consensus that is taken in the Designated Communication Platform, TripHut social media accounts, or any other place shall be considered non-binding and advisory in nature until a formal vote is held.

For all other decisions (that is, not financial), voting shall take place via Discord.

Weighted Votes. Members who hold \$Trips in addition to Topsy Turtles or Designated Membership Passes shall be granted additional voting rights by a multiplier effect, meaning that depending on the number of \$trips owned, the Member's voting power will be multiplied by the number attached to the range in which the Member falls. The weighted votes are as follows:

\$Trips Owned	Multiplier effect on
------------------	-------------------------

	Voting Power
.18 – 1.79	X2
1.8 – 17.99	X4
18 – 179.99	X6
180 – 1,799.99	X8
1,800 – 17,999.99	X10
18,000 & above	X12

Section 3.4- Vetted Community. The Vetted Community will be responsible for managing the administrative operations of TripHut, overseeing communication channels, and organizing meetings of Members. The Vetted Community will have Committees, see Sections 3.5 and 3.6.

Members may apply to the various Committees of the Vetted Community and Yaad Labs Limited shall vet the Members for the first installation. After selection of Member to the Committees by Yaad Labs Limited, the Members may vote to remove or keep them. After the initial installation of the Vetted Community, the Human Resource Committee outlined at Section 3.6(v) shall vet Members for the Vetted Community. Creation and Designation of the Vetted Community will be approved via Proposal Process. Members of the Vetted Community shall retain their status until such time that it expires, is revoked, or they resign from the role.

Section 3.5 - Committees. Committees shall be subdivisions of the Vetted Community and may have one or more Core Contributors designated as the group lead. The purpose of these groups shall be to ensure the operation of the DAO and organize efforts on projects that further the mission of the DAO.

Section 3.6 – Outline of Committees. The committees are:

- i. **The Proposal Sponsor & Travel Grant Committee**

- This Committee will be responsible for passing travel requests and Community wide proposals before they go to the wider Community, to help guard against bad actors.
- ii. **Treasury Committee/the Main Guild**
This Committee will be responsible for overseeing and allocating TripHut's financial resources.
 - iii. **Ventures Committee**
This Committee will be responsible for identifying and overseeing venture opportunities to help make the DAO sustainable long term.
 - iv. **Communications & Culture Committee**
This Committee will be responsible for overseeing marketing communications for the DAO as well as Community culture and activities.
 - v. **Human Resource Committee**
This Committee will be responsible for hiring, training and compensating part time talent and/or volunteers for the DAO.
 - vi. **Project Development Committee**
This Committee will be responsible for both overseeing the development of the DAO from both an engineer's and a business developer's perspective.
 - vii. **Catch-All Committee**
This Committee will be responsible for any proposal that the Community wants addressed that does not fall under the jurisdiction of any other Committee.

Article IV - Meetings of Members

Section 4.1 - Meetings. Meetings of Members shall be described on a basis at the discretion of its Membership on the Designated Communication Platform. Typically, meetings are set on weekly cadence through internet chat which is where parties agree to conduct such business as may properly come before the meeting. The purpose of meetings will be for Members to discuss governance proposals that may be voted upon and other DAO business as may be appropriate.

Section 4.2 - Special meetings. Special meetings of members may be called by the Vetted Community as needed.

Section 4.3 - Time and place. The date, time and place of all meetings of Vetted Community shall be determined by the Vetted Community or, in the event that Vetted Community fails to act, by votes of the Community.

Section 4.4 - Notice. Decisions of the Vetted Community are final and will be posted on the Designated Communication Platform to advise the Community of said decisions.

Section 4.5 - Quorum. TripHut will use relative majority voting and will only use quorum where there is an Attack. Quorum shall be fifty-one percent (51%) of Membership.

Article V - Partnerships

Section 5.1 - Purpose of Partnerships. In order to further its mission TripHut and/or Yaad Labs Limited may establish joint venture partnerships with other organizations in the Cardano network, other blockchain networks, or in the wider world.

Section 5.2 - Negotiating Partnerships. The terms and conditions of Partnerships shall be negotiated by the Vetted Community who may be selected. In order to respect the privacy of potential partners these discussions may be held in "closed-door" sessions that are not open to the public or general membership. However, no partnership agreement may be proposed without full details being disclosed to the Vetted Community of what shall be built or provided by any organization taking part in the agreement.

Section 5.3 - Conflicts of Interest. Any potential conflicts of interest held by partnership negotiators, Members, or partner organization leadership shall be disclosed to the Members when a partnership proposal is presented. This shall include but is not limited to affiliation with the partner organization, significant holdings of tokens issued by the partner organization, and proposed individual compensation of TripHut contributors. Members shall determine whether a potential conflict of interest is disqualifying or can be managed.

Section 5.4 - Partnership Limitations. TripHut reserves the right to withdraw from a partnership at any time by a vote of membership through the Proposal Process.

Article VI - Member Removal and Exit

Section 6.1 - Member Removal Procedures. Members may be banned or blocked from the Discord. The actual removal/withdrawal of a Member would be of their own discretion by sale of all their Tipsy Turtles or Designated Membership Passes.

Section 6.2 - Member Management Procedures. All Members agree to act in accordance with the standards of professional conduct outlined herein and posted in the Designated Communication Platform. In order to uphold these standards, the Vetted Community shall appoint account moderators who will be empowered to ban Members in breach from the Designated Communication Platform. While banned or blocked, Members are still eligible to vote on proposals through the Designated Smart Contract. If an individual wishes to have a banned or blocked account reinstated to good standing with TripHut they may appeal to the moderator(s) who banned them who will submit a proposal on behalf of said individual via the Proposal Process asking the Community to override the ban. Based on the decision of the Community said ban may be removed or kept in place for such longer period as they deem appropriate.

Article VII - Fiscal Matters

Section 7.1 - Assets will be distributed from the Treasury only for the purpose of travel and authorized payment for services provided by Members, which are:

- Grants of tokens offered to contributors who do work furthering the mission of the organization,
- Funding for Associated Contracts that shall support work furthering the mission of the organization, or
- Payments for services rendered by persons designated by the organization.

Section 7.2 - Fiscal year. The fiscal year of TripHut shall be the calendar year beginning January 1st and Ending December 31st.

It is not anticipated that TripHut will ever turn a “profit” as excess capital will be paid out via travel grants and/or other forms of support meant to carry out the Mission Statement.

Section 7.3 – Capital Formation. TripHut, will be seeded by the initial sale of the Tipsy Turtles or Designated Membership Passes. Fifty Percent (50%) of the project earnings will capitalize the Treasury. TripHut will then continue to earn funds through subsequent NFT Drops from Yaad Labs Limited and then finally recapitalize from aiding in securing the Cardano Blockchain via an ISPO, by which time the DAO would have sufficient funds to build out its own products and services to be self-sustainable and facilitate growth.

Section 7.4. Capital Deployment. The Main Guild will make capital deployments in two ways:

- i. Through decisions made by its members and Committees via smart contracts; or
- ii. Committees vote without smart contracts for usage of capital from the Petty Wallet.

Section 7.5. Use of Funds

The initial seed funds will be used to:

- Send Members on vacation
- Seed ventures to support the DAO and the wider CNFT & Travel Communities
- Cover operational expenses associated with the DAO
- Test run DAO protocols & strategies

The funds earned from the ISPO will be used to:

- Acquire and seed the running of a hotel
- Build on the seeded ventures
- Make a budget for: Staffing, Marketing, Community Development, Investing & Supporting Liquidity

Section 7.6 – Tokens. TripHut has two tokens: Topsy Turtles and \$Trips with the possibility of a third token through Designated Membership Passes.

Article VIII - Legal Matters

Section 8.1 - Legal Representatives. TripHut is an incorporated company within the jurisdiction of Jamaica and therefore has separate legal personality. Therefore, the legal representatives will be based on the Articles thereof. These individuals shall have the power to sign and bind for the DAO insofar as their actions are approved by DAO governance.

Section 8.2 - TripHut. TripHut is governed by a Main Guild appointed by TripHut governance procedure. TripHut shall hold its intellectual property rights, property rights, and any other entitlements and enforce any such related legal rights.

Section 8.3 - Indemnification. TripHut shall indemnify, defend and hold harmless its managers, officers, employees, and TripHut from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities to the fullest extent

possible, arising out of, resulting from, or in connection with the purpose of TripHut, to the fullest extent of the law, and may further indemnify such persons as deemed necessary and reasonable. However, indemnification shall only apply where said agent's actions and/or omissions were not malicious and/or contrary to Community principles. Indemnification payments shall be made on a priority basis but only in such increments and at such times as will not jeopardize the ability of TripHut to pay its other obligations as they become due.

Section 8.4 - Communication by electronic means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature.

Article IX - Interpretation and Amendment of Constitution

Section 9.1 - Interpretation. The Vetted Community shall have the power to interpret this Constitution, apply them to particular circumstances, and adopt policies in furtherance of them, provided that all such actions are reasonable and consistent.

Section 9.2 - Severability. In the event that any provision of this Constitution is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform with such statute or rule of law without affecting the validity or enforceability of any other provision of this Constitution.

Section 9.3 - Amendment. This Constitution may be amended by presenting the redlined version of the amendments at a meeting of Members and adopted by a vote or merge request. No adoption will be formal until a proposal is passed by a vote of Members through the Proposal Process.